Zip Line Tour Designs



Service & Confidentiality Agreement 07 C 50217

The following services will be provided by Experience Based Learning, Inc. on August 29-September 12, 2005, **Zip Line Tour Installation**, for Just Live, Inc. a client of Experience Based Learning, Inc. Services will be provided and conducted on-site at proposed installation location.

This is an agreement made 42 29, 2005, between EBL, Inc. and Charlie Alexander, Avon, Colorado, 970.376.3231, charliealex@comcast.net, herein called "Guest". The Guest or its representatives agree to the Sections set forth below.

Section 1: EBL, Inc. Services Declaration:

- The opportunity for Charlie Alexander and one additional staff (Sheldon), to join and participate on an Experience Based Learning zip line tour installation project at no charge.
- The opportunity for Charlie Alexander and one additional staff (Sheldon), to join and participate on an Experience Based Learning zip line tour training project at no charge.
- The opportunity for Charlie Alexander and one additional staff (Sheldon), to join and participate on an Experience Based Learning client project and become familiar with the workings and protected details of a zip line tour installation project, to include, but not be limited to: EBL staff, EBL clients, materials selection, construction design, rational, tensions, calculations, decision rational, and any and all other information and materials specific to Experience Based Learning's line of business.

Section 2: Charlie Alexander Declaration:

- In return for the opportunity to attend, participate, and assist during and actual installation and training project for a zip line tour, Guest hereby agrees to hold any and all information confidential for a period of no less than three years or what ever appropriate time frame deemed by a court of law; venue Winnebago County, Rockford, IL.
- Guest agrees that EBL will be the vendor of choice and selection for the installation of any course installed by Guest within the next three years.
- Guest and representative of Guest will participate at their own expense for travel, while limited and reasonable lodging and meals will be provided by Experience Based Learning, Inc.
- Guest and representatives are not employees of Experience Based Learning and are not covered by workers compensation insurance. Coverage is provided by Experience Based Learning, Inc. Commercial General Liability insurance for installation; \$1 million / \$2 million aggregate limits.

Member: The Professional Ropes Course Association (PRCA) www.prcainfo.org

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Section 3: Confidentiality

All content, designs, proprietary information, materials lists, installations designs, costs, equipment, program concepts and operation, and /or business ideas, figures and estimations, marketing, or any other information generated and/or shared with Guest by EBL, Inc. is confidential and remains the sole property of EBL, until which time the Guest secures EBL, Inc. to implement presented proposal. Thereafter, Guest will have rights to any formal manuals or other information provided by EBL, Inc. under installation and maintenance contract agreement executed for Guest at said time.

Charlie Alexander, Date

Steven R. Gustafson EBL President